

undisturbed enjoyment of the property, of which she was then seized and possessed, or to which she might be entitled in expectancy, entered into a contract with her, and the complainants as trustees, not to intermeddle with her property in any manner, but to permit her to appropriate it to her own use, or to such other use or uses, as she, in the manner specified in the contract, might appoint. The marriage was consummated between the said Brown and Elliott, shortly after the execution of this contract, and the latter having subsequently become entitled, under the will of her uncle, to certain real and personal property, the greater portion thereof came into the hands of trustees, who permitted the said Brown and wife, to hold the same for several years; at the expiration of which time, the wife died, leaving two children, the issue of said marriage; without having made any disposition of the trust property; and leaving unpaid, several debts contracted by her, and for which her creditors contended, that her separate estate was responsible. After her death, her husband continued to retain possession of the property, contending that, as no appointment in pursuance of the power furnished by the contract, had been made by his wife, the contract could no longer operate to debar him of his marital rights. The bill was filed by the trustees, to obtain the direction of the court, as to their proper course in regard to the husband's claim, and to ascertain, whether the trust had expired, and if the creditors of the deceased could consequently proceed at law to recover the said debts.]

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THE CHANCELLOR :

It appears to me, that the antenuptial contract in this case, does nothing more, than suspend the marital rights of the husband, during the life of the wife, with power reserved to her, to dispose of the property by will, in writing, or by any other writing whatever, executed in the mode prescribed by the instrument, and the wife having failed to make such testamentary, or other disposition, the rights of the husband are revived by her death.

There is nothing in this contract, which in terms, or by ne-